

Contract no. 1657

LIBRARY  
INSTITUTE OF MANAGEMENT  
DEC 1 1989

RUTGERS UNIVERSITY

AGREEMENT

between

the

BLOOMINGDALE BOARD OF EDUCATION

and the

BLOOMINGDALE SUPPORTIVE STAFF ASSOCIATION

July 1, 1989 - June 30, 1992

# PREAMBLE

The Board of Education of the Borough of Bloomingdale, County of Passaic, Bloomingdale, New Jersey, (hereinafter called the "Board") and the Bloomingdale Supportive Staff Association (hereinafter called the "Association") have negotiated the following agreement pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey. The parties hereby affirm that this Agreement was negotiated in good faith and express their determination to implement it in the same spirit.

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## I. RECOGNITION

The Board hereby recognizes the Bloomingdale Supportive Staff Association as the exclusive bargaining representative for all custodial and maintenance and school secretarial personnel.

The term "employee" when used herein shall mean all members of the Association unless otherwise noted.

## II. GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance is a claim by an Association member or by the Association based upon the interpretation, application or violation of the Agreement, policies or administrative decisions affecting the terms and conditions of employment.
2. An "aggrieved person" is the person or persons making the claim.

### B. Procedures

#### 1. Step One: Principal

The aggrieved person presents the grievance in writing, directly or through the Association Representative to the building principal.

- a. Within two school days, an interview is held by the building principal with the grievant and/or the Association Representative.
- b. Within five school days after the interview, a decision in writing will be given by the principal.
- c. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

#### 2. Step Two: Superintendent

If the decision made at the first step does not satisfy the aggrieved person, the Association Representative and the aggrieved person have five school days to file an appeal in writing with the Superintendent.

- a. The Superintendent or his designee shall arrange an interview with the aggrieved person within two school days after receipt of appeal.
- b. Within five school days following the interview, the Superintendent shall give his written decision to the aggrieved person or the Association Representative.

3. Step Three: Board

If the aggrieved person is still not satisfied, he/she may within five school days of the Superintendent's decision make a written request to the Board for a review of the decision.

- a. The Board or its designated committee shall set a hearing date to be held within twenty-one school days after the receipt of aggrieved person's request.
- b. Within ten school days after the next scheduled board meeting, the Board will notify in writing the aggrieved person or the Association of its decision.

4. Step Four

If the aggrieved person is not satisfied with the Board's decision and the grievance shall involve an alleged violation of a specific article and section of this Agreement, he/she may ask the Association to notify the Board in writing within fifteen (15) days of his/her desire to submit the grievance to an arbitrator subject to the following conditions:

- a. The arbitrator shall be mutually agreed upon. If no agreement is reached on the selection of an arbitrator after ten days, an arbitrator shall be selected by the rules established by the American Arbitration Association.
- b. The decision of the arbitrator shall be final and binding on both parties.
- c. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.

- C. An aggrieved person shall not have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance. The party of interest is required to continue under the direction of the Superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
- D. No grievance shall be considered under the grievance procedure outlines herein unless it is presented for consideration within thirty days from the date of its know occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.

### III. LEAVE TIME

#### A. Sick Leave

- 1. All custodians shall be entitled to thirteen (13) days sick leave per year.
- 2. Each secretary shall be entitled to sick leave as per the following schedule:

10 Month Employee    11 Month Employee

10 Days

11 Days

- 3. Unused sick days shall be accumulated from year to year.
- 4. Upon retirement, all members who have at least ten or more years of continuous employment in Bloomingdale shall be reimbursed for 50% of their accrued sick leave. Said payment shall be based on the members' salary at the time of retirement, but shall not exceed \$5000. Payment of the above amount shall be made on July 15th or the next pay day provided three month's notice has been given prior to the retirement. Retirement shall be defined as in the Teachers' Pension and Annuity Fund.

Deferred retirement of up to (2) two years shall receive the benefit of this Article, payment to be made upon the payment of the 1st check from the pension fund.

B. Bereavement Leave

1. An allowance of three consecutive school days' leave shall be granted to Association members at any one time to attend the funeral of a member of the immediate family. Immediately family shall be interpreted as mother, father, mother-in-law, father-in-law, child, brother or sister, brother-in-law or sister in law, grandfather, grandmother, grandchild, spouse or any relative of the same household.

C. Personal Leave

1. Each custodian and secretary shall be granted three (3) non-sequential days leave for personal business. Unused personal days shall be accumulated as sick days.
2. Personal business shall be defined as follows:

Auto Accident	Marriage
Legal Days	Moving
Sickness in Family	Home Emergency
Death of a Friend	Graduation
Other _____	(Explain)
3. Except in cases of emergency, all requests for leave shall be in writing to the Superintendent, or his delegated agent, two days prior to the date requested.

D. Holidays

1. All Association members shall receive the following paid holidays if school is not in session:

Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Washington's Birthday
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Good Friday
Memorial Day	
2. In addition to the above, the day after Thanksgiving the day before Christmas, and the day before New Year's Day shall be paid holidays.
3. Eleven (11) month employees shall work a total of twenty-one (21) days during the months of July and August.

4. The equivalent of five (5) days (total for all custodians combined) will be granted without loss of pay to custodians for attendance at the NJEA Convention.

Examples:

- a. Two (2) custodians two (2) days, plus one (1) custodian one (1) day.
- b. One custodian two (2) days, plus three (3) custodians one (1) day each, equals a total of five days (5).
- c. Five custodians one (1) day each equals a total of five (5).

A personal day may also be used to attend the NJEA Convention with proof of attendance given to the Superintendent.

E. Vacations

1. Vacation time for twelve (12) month custodians in this unit shall be based on the years service from July 1 starting date and shall be as follows:

After six months service	5 days
After one year service	10 days
After five years' service	15 days
After ten years' service	20 days
After 11 years' service	21 days
After 12 years' service	22 days
After 13 years' service	23 days
After 14 years' service	24 days
After 15 years' service	25 days

2. Secretaries who are employed for 10 or 11 months shall receive prorated paid vacation according to the following schedule:

Service	10 month	11 month
6 - 12 months	4 days	5 days
12 - 60 months	8 days	9 days
5 - 10 years	13 days	14 days
over 10 years	17 days	18 days

These employees will be required to work anytime the custodians are contractually obligated to come to work (Sept. 1 - June 30), but may use the vacation time to offset this obligation. The



exception to this rule is NJEA convention which is legally excluded.

3. Vacations may be taken at any time school is not in session. Up to two weeks may be taken while school is in session. Any request exceeding the above mentioned guidelines must be approved by the Superintendent of Schools. Except for extenuating circumstances, requests for vacation must be made at least one month in advance.

F. Compensatory Time

1. Summer Hours - "For five weeks during the summer the work hours for secretaries shall be 8:00 A.M. to 2:30 P.M. The five weeks shall be determined by the Board or its designee".
2. Courses taken to upgrade secretarial skills shall be paid for by the Board at the rate of \$200/person/year.

IV. INSURANCE PROTECTION

- A. The provisions concerning hospitalization, dental plan and prescription plan shall be the same as contained in the 1989-92 employment contract between the Bloomingdale Board of Education and the Bloomingdale Teachers' Association.
- B. A voluntary Disability Insurance Plan shall be maintained with Washington National Insurance Co. Payment for the basic plan shall be made by the Board. The Board's cost for the basic plan shall not exceed \$200/employee. Should an employee wish to upgrade his plan, the cost of the upgrading will be borne by the individual.

V. OVERTIME

A. Custodians

1. Day shift custodians shall work 15 minutes less than the night shift custodians. Eg. Day shift would work 6:30 - 2:45 and the night shift 2:45 - 11:15.
2. Time and a half shall be paid for any work performed beyond the regular forty hour week. Overtime shall be based on qualifications, and within each school

based on seniority and on a rotating basis whenever practicable.

3. Work done on Sundays and holidays shall be paid at the rate of double time. This shall not include the checking of buildings which shall continue to be paid at 1 1/2 times.
4. Any employee called into work on an emergency basis shall be guaranteed at least two (2) hours of work.
5. All snow removal on weekends shall be paid at the overtime rate of double time. The determination of need shall be made by the administration.

B. Secretaries

1. Any work in excess of 35 hours shall be compensated by 1.5 hours of "comp" time for each hour worked.

VI. BUILDING CHECKS

The custodian-in-charge of each school shall receive one hour's pay at time and a half for checking the building and grounds on Saturdays, Sundays and holidays.

VII. UNIFORM ALLOWANCE

- A. Custodians shall receive a uniform allowance of \$275.00 yearly. One half to be paid September 1st and the other half on the first legal working day in January.
- B. Custodians who hold a valid Boiler License shall be paid an additional \$200.00 per year for such license. Payment shall be made in two parts: December 15th and June 15th. The cost for obtaining said license shall be borne by the Board of Education.
- C. The use of a Van license will be compensated at the rate of \$10/day when an employee substitutes for the regular driver.

#### VIII. TENURE

Tenure shall be granted to eligible Association members upon approval of the Board.

##### Association members on tenure as of July 1, 1986

##### Samuel R. Donald School:

Harold Sisco	Ed Fletcher
Charles Banghart	Shirley Hershey

##### Martha B. Day School:

Roger Veith	Jack Dolloway
Virginia Oddy	

##### Walter T. Bergen School:

James Myers	John Jennings
Robert DeBonte	Betty Schmidt

##### Vehicle Driver:

Henry Wroblewski

#### IX. SALARIES

Custodians, and 11 month Secretaries, 1989-1992: See appendices A & B

Custodian-in-charge of building, \$500/year in addition to other compensation.

Additional increments which shall be cumulative will be given to custodians and secretaries having the following years experience in the Bloomingdale School System:

After 10 years	\$200.00
After 15 years	\$350.00
After 20 years	\$600.00
After 25 years	\$900.00

#### X. MISCELLANEOUS

- A. Pay periods shall be the 15th and 30th of each month.
- B. A maternity leave will be placed in this contract which is the same as that article of the teachers' contract.

- C. If a custodian is absent when school is in session, a substitute shall be hired. If the school is not in session, a substitute need not be hired, but a list of priorities shall be provided by the principal detailing what work should be done first. If no substitute is provided, no disciplinary action for failure to complete work over his/her normal workload shall be taken against the working custodian.
- D. No disciplinary action of any kind shall be taken against any employee without just cause. If an employee is asked to appear before a supervisor on a matter that may result in his receiving a negative write-up, he shall be given notice of the cause of this meeting and have the right to have his Association Representative present.
- E. Any change in the terms and conditions of employment shall be negotiated to agreement with the Association before it is implemented.
- F. Secretaries shall not be required to run off copies for teachers.
- G. Secretaries shall not be required to do attendance registers
- H. All job openings shall be posted at least 2 weeks before the job is filled.

XI. DURATION OF AGREEMENT

This agreement will be effective July 1, 1989 and shall continue in effect until June 30, 1992.

IN WITNESS WHEREOF, the Bloomingdale Board of Education and the Bloomingdale Supportive Staff Association have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

BLOOMINGDALE  
SUPPORTIVE STAFF ASSOCIATION

by Shirley Hershey  
President

by Betty Schmitt  
Secretary

Date: 6/5/89

BLOOMINGDALE  
BOARD OF EDUCATION

by Grace L. Demarest

by Barry W. Doman 6/5/89

CUSTODIAN SALARY GUIDE

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
1	21,000	22,500	23,600
2	21,400	22,900	24,300
3	21,700	23,400	25,000
4	22,100	23,800	25,750
5	22,400	24,250	26,600
6	22,800	24,700	27,200
7	23,200	25,200	27,800
8	23,600	25,700	28,600
9	24,000	26,200	29,300
10	24,400	26,700	

11 MONTH SECRETARIAL GUIDE

	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
1	15,600	15,800	16,000
2	16,100	16,400	16,600
3	16,600	17,000	17,400
4	17,100	17,700	18,200
5	17,600	18,400	19,100
6	18,100	19,200	20,000
7	18,600	19,850	20,900
8	19,100	20,850	21,825
9			22,925